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3. This declaration addresses the comments of AT&T pertaining to CLEC forecasting of interconnection trunking and Minnesota SGAT § 7.2.2.8.6. <sup>2/</sup> AT&T asserts that the Minnesota SGAT's version of Section 7.2.2.8.6 is a violation of Checklist Item 1 (Interconnection), because it interferes with a CLEC's right to obtain interconnection trunking. As further discussed below, AT&T's claims are without merit.

**I. THE SGAT DOES NOT EXCUSE QWEST FROM FULFILLING BONA FIDE ORDERS, REGARDLESS OF CLEC FORECASTS**

4. AT&T contends that Qwest "does not permit CLECs to order interconnection trunks to meet their needs." <sup>3/</sup> This accusation is simply wrong. Not only does AT&T misconstrue the vital distinction between a "forecast" and an "order", but it also grossly misinterprets Qwest's obligations under the SGAT and the PAP.

**A. Minnesota SGAT Section 7.2.2.8.6 Relates to Forecasts, Not to Orders**

5. As a preliminary matter, there is a clear difference between a "forecast" and an "order". A forecast is an estimate of possible future need. An order is a contract for service installation legally binding the CLEC to pay Qwest for services rendered, and legally binding Qwest to deliver services by a certain date. Qwest has never refused to fulfill any reasonable and technically feasible trunking order of AT&T or any other CLEC. As discussed herein, however, Qwest does retain the right to create a lower forecast when a CLEC has demonstrated a consistent pattern of over-forecasting

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<sup>2/</sup> See AT&T Comments at 6, 24-26.

<sup>3/</sup> *Id.* at 24.

its potential needs. Minnesota SGAT § 7.2.2.8.6 deals with CLEC forecasts only, not with orders. For AT&T to suggest that the SGAT allows Qwest to deny actual CLEC orders is simply false.

**B. The Minnesota SGAT Neither Interferes with a CLEC's Right to Order Interconnection Trunking Nor Relieves Qwest of Its Obligation to Fulfill Such Orders**

6. The Minnesota SGAT § 7.2.2.8.6 addresses a limited concern – some CLECs' interconnection trunk forecasts have substantially exceeded their subsequent demand for interconnection trunking. In such instances, SGAT § 7.2.2.8.6 allows Qwest to build to its own, presumably lower, forecast. However, Section 7.2.2.8.6.1, to which AT&T objects, allows Qwest to recover the cost of construction of facilities Qwest builds on behalf of a CLEC's forecast, if the CLEC insists upon the accuracy of its higher forecast, but later fails to submit orders and exchange traffic pursuant to the forecast. In other states, SGAT §§ 7.2.2.8.6 and 7.2.2.8.6.1 require the CLEC to pay a refundable deposit before Qwest will construct to the CLEC's higher forecast under certain similarly defined circumstances. <sup>4/</sup>

7. Section 7.2.2.8.6 addresses CLEC **forecasts** of interconnection trunking. Nothing in Section 7.2.2.8.6 interferes with a CLEC's right to **order** interconnection trunking, and, more importantly, Qwest's obligation to fulfill CLEC trunking orders in a timely fashion. Nor does Section 7.2.2.8.6 interfere with Qwest's obligation to perform in accordance with the performance measures for trunk

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<sup>4/</sup> Since Section 7.2.2.8.6 was included in the Minnesota SGAT in October 2001, in Minnesota no CLEC has ever submitted a deposit nor has Qwest ever exercised any right to seek damages based upon that section.

provisioning and trunk blockage, and Qwest's obligation to pay penalties to CLECs when Qwest fails to perform. These obligations (accepting and completing CLEC trunking orders in accordance with the performance standards in the PIDs and PAP) apply whether a particular order is, or is not, included in the CLEC's forecast. Thus, accusations that Section 7.2.2.8.6 somehow prevents a CLEC from obtaining interconnection trunking are baseless.

## **II. THE MINNESOTA SGAT SECTION 7.2.2.8.6 IS REASONABLE AND NONDISCRIMINATORY**

8. The Minnesota SGAT § 7.2.2.8.6 is a good faith effort on Qwest's part to provide competitors, including AT&T, with an alternative to provisions requiring deposits prior to Qwest building-out facilities to meet CLEC elevated trunk forecasts. AT&T fought bitterly against deposits in other states' Section 271 proceedings.<sup>5/</sup> Twelve state regulatory authorities and the Commission considered and found acceptable such deposit language.<sup>6/</sup> Despite this, Qwest continued to work to provide an alternative, non-deposit solution that appropriately addressed the risks associated with over-forecasting. Qwest could easily institute the deposit language developed in its other states and already twice favorably reviewed by the Commission. If AT&T prefers another state's version of SGAT § 7.2.2.8.6, Qwest will readily enter into an agreement

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<sup>5/</sup> See e.g., AT&T Qwest III Comments at 80; AT&T Qwest II Wilson Decl. at ¶¶ 14, 17; AT&T Qwest I Wilson Decl. at ¶ 13, 16; AT&T August 21, 2002 Ex Parte Letter.

<sup>6/</sup> See e.g., Qwest III Section 271 Order at ¶¶ 320-21 (specifically approving deposit language); Qwest IV Section 271 Order at ¶¶ 86 (generally approving Qwest provision of interconnection).

with AT&T that deletes Minnesota SGAT § 7.2.2.8.6 in favor of the deposit language utilized in other Qwest in-region states.

9. Any CLEC, including AT&T, has the opportunity to opt-in to interconnection agreements with Qwest in Minnesota that contain the non-deposit version of SGAT § 7.2.2.8.6, the deposit version, or neither version. Qwest cannot impose any language on AT&T or any other competitor to which they object in their independent discretion. For example, of the 175 approved interconnection agreements that Qwest currently maintains with CLECs in Minnesota (as of March 31, 2003), at least 64 interconnection agreements do not have any version of SGAT § 7.2.2.8.6 (*i.e.*, there is neither a deposit requirement nor a damages provision in those interconnection agreements). It is noteworthy that AT&T's current interconnection agreement with Qwest in Minnesota does not contain either version of SGAT § 7.2.2.8.6. In short, AT&T complains about a problem that does not exist, and grossly mischaracterizes the range and flexibility of options available to CLECs in crafting their interconnection agreements.

10. Moreover, the language now contained in the Minnesota SGAT § 7.2.2.8.6 is reasonable. In fact, the provision was initially proposed by the Colorado Public Utilities Commission.<sup>71</sup> Rather than allowing Qwest to withhold construction of interconnection trunking on a whim, as AT&T contends, this SGAT provision simply

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<sup>71</sup> See *Investigation into U S WEST Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996*, Hearing Commissioner Order, Resolution of Volume IIA Impasse Issues; Docket. No. 971-198T, Decision No. R01-848 (Colo. Pub. Utils. Comm'n: Aug. 17, 2001) at 34-40.

protects Qwest from inflated trunking estimates of CLECs that have histories of over-forecasting.

11. When a CLEC provides Qwest with interconnection trunking forecasts, it is not placing an order. It is unreasonable to expect Qwest to fully bear the risk associated with constructing such forecasted, but uncommitted capacity, when there is no assurance that the forecasting CLEC will need, use, and pay for them. A CLEC's need, use and payment are more definite when an actual order is placed. As in other states (and as previously reviewed by the Commission), the Minnesota SGAT simply allows Qwest to construct a lower number of trunks than stated in a forecast by the CLEC when the CLEC has a continuing pattern of over-forecasting and when there is no opportunity for reuse by any other party.<sup>8/</sup> As in other states (and as previously reviewed by the Commission), the Minnesota SGAT permits Qwest to seek non-punitive liquidated damages (not to exceed Qwest's construction costs) only in an instance when: (1) Qwest has constructed non-reusable facilities in response to a CLEC forecast; (2) the CLEC does not follow through on its forecast with actual orders, and (3) the same facilities are stranded.<sup>9/</sup>

12. In the event that Qwest constructs a lower number of trunks than forecast by the CLEC, and there is a shortage of facilities, then Qwest is penalized pursuant to the PAP. However, as can be seen from the interconnection performance

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<sup>8/</sup> See Minnesota SGAT § 7.2.2.8.6.

<sup>9/</sup> See *id.* § 7.2.2.8.6.1.

results, no such shortage of facilities has materialized in Minnesota, contrary to AT&T's dire predictions of harm. <sup>10/</sup>

**III. AT&T CANNOT OBJECT TO MINNESOTA SGAT SECTION 7.2.2.8.6 IN THE CONTEXT OF THIS SECTION 271 PROCEEDING**

13. The Minnesota SGAT § 7.2.2.8.6 has been approved by the Minnesota Public Utilities Commission ("Minnesota PUC"). Despite numerous opportunities to do so, AT&T did not raise any objection to this forecasting section during the Section 271 hearing process before the Minnesota PUC. AT&T cannot now raise an objection to this section in the context of this FCC Section 271 proceeding.

**IV. CONCLUSION**

14. As demonstrated in this Reply Declaration, AT&T's contentions relating to Qwest's provision of interconnection trunking are without merit. Qwest has a concrete and specific legal obligation to provide interconnection under the Minnesota SGAT and the interconnection agreements between Qwest and the CLECs. Qwest satisfies each of the requirements of the Act with regard to interconnection, including those relating to forecasting. The performance measure results clearly support this fact.

15. This concludes my Reply Declaration.

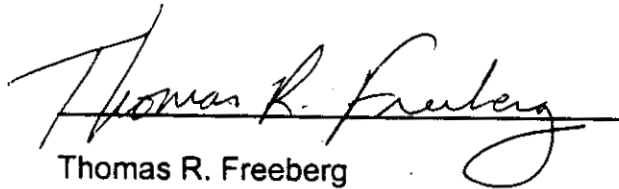
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<sup>10/</sup> See OP-3, OP4, OP15, NI-1. Qwest is not allowed to exclude from measurement that demand which might exceed Qwest's forecast.

**VERIFICATION**

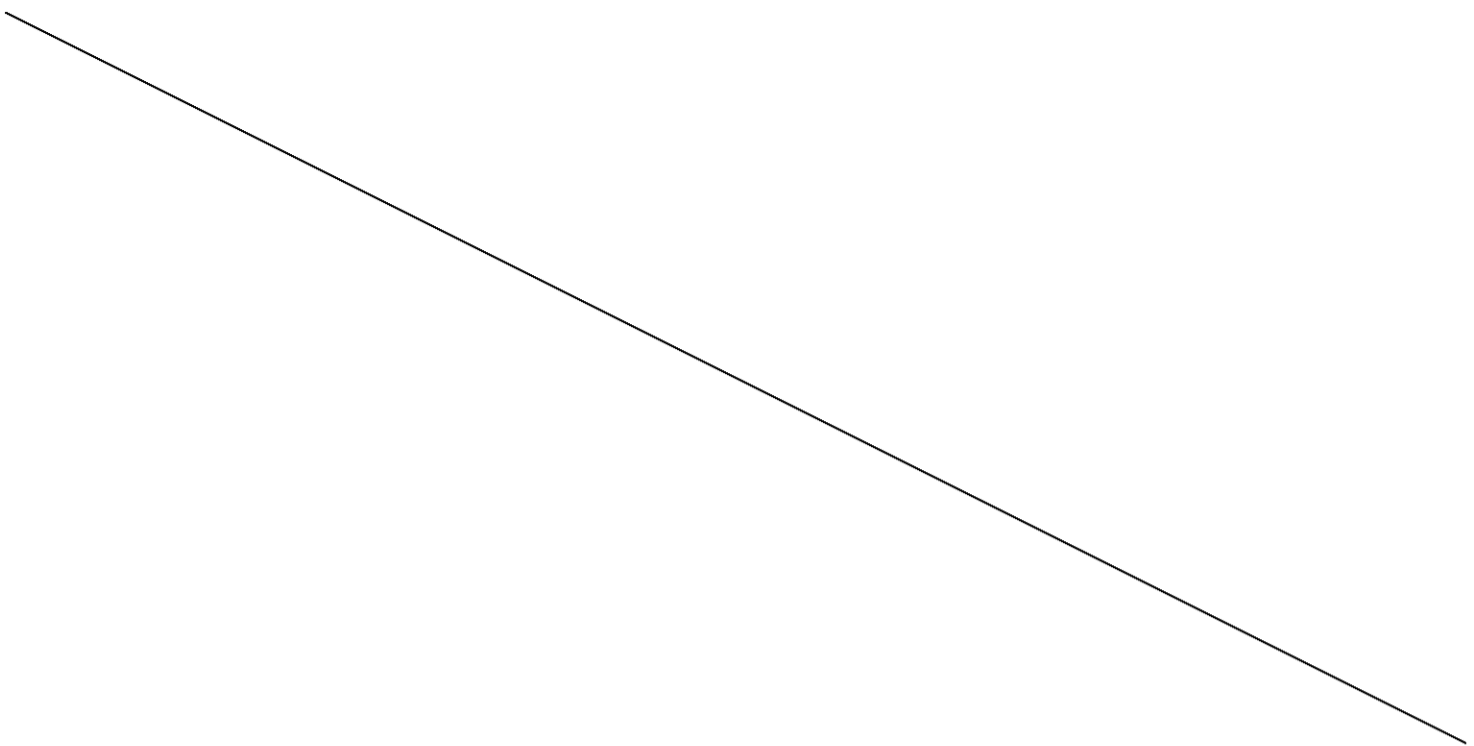
I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 8, 2003.

  
Thomas R. Freeberg

**FREEBERG CHECKLIST ITEM 1 INTERCONNECTION REPLY DECLARATION  
GLOSSARY OF CITATIONS  
WC DOCKET 03-90**

Short Form	Full Description
<i>Qwest III Section 271 Order</i>	<i>Application by Qwest Communications International, Inc. for Authorization to Provide In-Region InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming, Memorandum Opinion and Order, 17 FCC Rcd 26303 (2002).</i>
<i>Qwest IV Section 271 Order</i>	<i>Application by Qwest Communications International, Inc. for Authorization to Provide In-Region InterLATA Services in New Mexico, Oregon and South Dakota, Memorandum Opinion and Order, WC Docket No. 03-11 (rel. April 15, 2003).</i>
AT&T Comments	Comment, AT&T Corporation Comments (F.C.C. WC Docket No. 03-90, April 17, 2003).
AT&T Qwest III Comments	Comment, AT&T Corporation Comments (F.C.C. WC Docket No. 02-314, Oct. 15, 2002).
AT&T Qwest II Wilson Decl.	Comment, AT&T Corporation Comments, Declaration of Kenneth L. Wilson (F.C.C. WC Docket No. 02-189, Aug. 1, 2002).
AT&T Qwest I Wilson Decl.	Comment, AT&T Corporation Comments and Motion for Leave to File in Excess of 100 Pages, Declaration of Kenneth L. Wilson (F.C.C. WC Docket No. 02-148, July 3, 2002).



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**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
<b>Qwest Communications</b>	)	
<b>International Inc.</b>	)	WC Docket No. 03-90
	)	
Consolidated Application for Authority	)	
to Provide In-Region, InterLATA Services	)	
in the State of Minnesota	)	

**REPLY DECLARATION OF LYNN M V NOTARIANNI  
& CHRISTIE L. DOHERTY**

**Checklist Item 2 of Section 271(c)(2)(B)  
Operations Support Systems**

**Table of Exhibits**

TAB	REPLY EXHIBIT NO.	DESCRIPTION
1	Conf. Reply Exh. LN-1	Qwest April 3, 2003, Ex Parte - Contains Confidential Data
2	Reply Exh. CLD-2	Qwest April 11B, 2003, Ex Parte
3	Reply Exh. CLD-3	Breakdown of "Traditional" and "Star" Volumes for UNE-P-POTS and UNE-P-Centrex in Minnesota, November 2002 - March 2003
4	Conf. Reply Exh. CLD-4	Description of CLECs that Currently Receive BOS Bills - Contains Confidential Data
5	Conf. Reply Exh. CLD-5	BI-3A Results for BOS Bills From November 2002 Through March 2003 - Contains Confidential Data

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**REPLY DECLARATION OF LYNN M V NOTARIANNI  
& CHRISTIE L. DOHERTY**

**Checklist Item 2 of Section 271(c)(2)(B)  
Operations Support Systems**

1. Pursuant to 47 C.F.R. § 1.16, Lynn M V Notarianni and  
Christie L. Doherty declare as follows:

2. My name is Lynn M V Notarianni. I am a Senior  
Director in Qwest IT, Inc., a unit of Qwest. My business address is 930 15th  
Street, Denver, Colorado 80202. I am the Declarant in connection with  
Section I of this Reply Declaration.

3. My name is Christie L. Doherty. I am Vice President --  
Wholesale Service Delivery at Qwest Services Corporations, a unit of Qwest.  
My business address is 1005 17th Street, Room 1750, Denver, Colorado 80202.  
I am the Declarant in connection with Sections II, III and IV of this Reply  
Declaration.

4. This Reply Declaration responds to arguments regarding OSS raised in the recent *ex parte* filings<sup>1</sup> and Comments of AT&T Corp., the accompanying Declaration of John F. Finnegan,<sup>2</sup> and, to the extent not already responded to in earlier Section 271 proceedings, the brief Comments filed by WorldCom, Inc.<sup>3</sup> This Reply Declaration also responds to the comments filed by Minnesota Public Utilities Commission, and to the separate statements of Commissioner Gregory Scott and R. Marshall Johnson, regarding billing.<sup>4</sup>

#### I. INTERFACE DEVELOPMENT

5. At the outset of its comments, AT&T argues that it “would be able to enter the residential market in Minnesota at the present time only by using Qwest’s [IMA-]GUI interface,” pointing to a number of instances of what it contends are faults with Qwest’s IMA-EDI interface or documentation.<sup>5</sup> AT&T’s argument is baseless. First, as discussed below,

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<sup>1</sup> See AT&T Ex Parte, WC Docket No. 03-90, April 30, 2003 (“AT&T April 30 Ex Parte”); AT&T Ex Parte, WC Docket No. 03-90, April 29, 2003 (“AT&T April 29 Ex Parte”).

<sup>2</sup> See Comments of AT&T Corp., WC Docket No. 03-90, April 17, 2003 (“AT&T Comments” and “Finnegan Decl.”).

<sup>3</sup> See Comments of WorldCom, Inc., WC Docket No. 03-90, April 17, 2003 (“MCI Comments”). For the most part, the issues raised in the MCI Comments were already responded to by Qwest and rejected by the FCC. See generally *Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in New Mexico, Oregon and South Dakota*, WC Docket No. 03-11 (rel. April 15, 2003) (“*Qwest IV 271 Order*”) at ¶¶ 39-62.

<sup>4</sup> See Comments of the Minnesota Public Utilities Commission Regarding the Application of Qwest Communications International Inc. for Authority to Provide In-Region, InterLATA Services in Minnesota, WC Docket No. 03-90, April 17, 2003 (“MN PUC Comments”) at Attachment 3, Separate Comments of Commissioners Gregory Scott and R. Marshall Johnson Regarding Checklist Items #2, #14, and Public Interest Aspects of Qwest’s Section 271 Filing, WC Docket No. 03-90, April 17, 2003 (“Scott/Johnson Comments”).

<sup>5</sup> AT&T Comments at 4, 17-18, Finnegan Decl. at ¶¶ 7-17. In this section of this Declaration, the term “EDI” means “IMA-EDI.”

many of the claims AT&T makes regarding Qwest's EDI interface have already been raised in the Qwest III and Qwest IV proceedings and were expressly rejected by the FCC, as AT&T itself acknowledges.<sup>6</sup> Second, none of the new criticisms of Qwest's EDI raise Section 271 issues, as explained in detail below.

6. Third, AT&T's decision regarding which interface to use to serve residential customers in the Minnesota market, and the timing of its decision to move to EDI for that purpose, is entirely its own. In the Qwest III and Qwest IV proceedings, the Commission already has found that Qwest's OSS, including its EDI interface, fully satisfies Section 271.<sup>7</sup> Moreover, other CLECs and HP, the pseudo-CLEC in the ROC Third Party Test, have successfully built EDI interfaces and used them to provide the types of products that AT&T seeks to offer.<sup>8</sup> AT&T, in fact, conducted a trial of UNE-P via EDI in Minnesota in 2001. It nevertheless has waited to update its EDI interface for its UNE-P consumer market entry.<sup>9</sup> The fact that AT&T now is not ready to enter the market through a UNE-P-based offering via EDI is not a result of Qwest's OSS, but rather a result of AT&T's own business decisions.

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<sup>6</sup> AT&T Comments at 5. Qwest does not discuss MCI's comments criticizing Qwest's OSS, because, by its own admission, MCI does nothing more than reiterate the arguments it made in prior Qwest 271 proceedings, all of which were rejected. MCI Comments at 2-3.

<sup>7</sup> See *Qwest III Order* at ¶ 40, n.106.

<sup>8</sup> For purposes of EDI documentation and interface coding, UNE-P and resale POTS orders are essentially the same.

<sup>9</sup> AT&T argues that it was able to achieve low reject rates in the Minnesota UNE-P trial because it used the same hard-coded address for every order. Finnegan Decl. at ¶ 48. To the extent AT&T suggests that variability in addresses will cause it to experience much greater difficulties in providing UNE-P via IMA-EDI, Qwest notes that the implementation of a TN migration option in IMA release 12.0 on April 7, 2003, should substantially reduce this issue.

a result of Qwest's OSS, but rather a result of AT&T's own business decisions.

In this regard, Qwest notes that [\*\*\*

\*\*\*].

7. In paragraph eight of the Finnegan Declaration, AT&T lists a number of alleged defects in Qwest's OSS that AT&T claims impede its entry into the Minnesota consumer market. Most of these arguments were made in either the Qwest III or Qwest IV proceedings and were found by the FCC not to present a problem under Section 271. In addition to the alleged BCN-related defects, which are addressed below, AT&T identifies the following alleged defects:

- *CSR Retrieval by TN*: AT&T complains that CLECs must insert customer name and certain elements of the address in order to retrieve a CSR.<sup>10</sup> AT&T made this same argument in the Qwest III proceeding, and the Commission found that Qwest's pre-ordering OSS satisfied Section 271.<sup>11</sup> In any event, as AT&T acknowledges, Qwest implemented CSR retrieval by TN capability in IMA release 12.0, effective April 7, 2003.<sup>12</sup>
- *TN Orientation of CSR*: The fact that Qwest's CSRs are not organized by TN also does not create Section 271 issues, as the FCC already has concluded.<sup>13</sup> AT&T's preference that CSRs be organized by TN is not a Section 271 issue; it is, properly, the subject of a

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<sup>10</sup> Finnegan Decl. at ¶ 8.

<sup>11</sup> See *Qwest III Order* at ¶¶ 40-44; Qwest III Finnegan, Connolly, Wilson Decl. at ¶¶ 43, 46, 53.

<sup>12</sup> Finnegan Decl. at ¶ 8.

<sup>13</sup> See *Qwest IV Order* at ¶ 58; *Qwest III Order* at ¶ 54; Confidential Reply Exh. LN-1 (Qwest April 3, 2003, Ex Parte) at Att. A, 4-5.

pending change request submitted by AT&T on February 27, 2003. That CR has been prioritized number four for possible inclusion in IMA release 14.0, which is scheduled for implementation in December 2003.<sup>14</sup>

- *SATE*: AT&T's argument that Qwest's Stand Alone Test Environment (SATE) does not mirror production and is therefore inadequate was raised and rejected in the Qwest III proceeding.<sup>15</sup> Contrary to AT&T's contention, Qwest's September 2002 agreement to add more products and activity types to SATE already has been implemented.<sup>16</sup> For the IMA 12.0 and 13.0 releases, a query was performed on the number of EDI transactions in the prior year, and it showed that no product not already supported in SATE had greater than 100 transactions in production. Therefore, no products have yet been added pursuant to the September 2002 agreement. However, Qwest has continued to enhance SATE pursuant to the Change Management Process, and has added a number of products to SATE in recent releases.<sup>17</sup> Qwest also notes that preliminary results for PO-19B for release 12.0, run in April, indicate that Qwest again has met the 95 % benchmark, with a 97.8% mirroring rate.<sup>18</sup>
- *900/976 Blocking and Directory Listings*: AT&T complains that even after migration-as-specified is introduced in IMA release 12.0, CLECs must specify which features are new and which are retained on a migration-as-specified order for certain features. AT&T provides only two instances of this: 900/976 blocking and directory listings. These were not

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<sup>14</sup> See SCR022703-04 (Support of Parsed and Structured CSR). Information about individual change requests and their procedural history in the Change Management Process may be found on the Qwest Wholesale Website at [www.qwest.com/wholesale/cmp/changerequest.html](http://www.qwest.com/wholesale/cmp/changerequest.html). See also Change Management Declaration of Judith M. Schultz at ¶¶ 68-80 for a description of the prioritization process.

<sup>15</sup> *Qwest III Order* at ¶¶ 137-143. See Finnegan Decl. at ¶ 8, n. 5.

<sup>16</sup> See generally OSS Decl. at ¶ 739.

<sup>17</sup> Facility Based Directory Listings (FBDL) and EEL were added to SATE Release 11.0, and Centrex 21, Line Splitting and Loop Splitting were added to Release 12.0. In Release 13.0, Qwest has committed to adding UNE-P Centrex 21, UNE-P DSL, and Service Order Status Inquiry.

<sup>18</sup> See OSS Decl. at ¶ 711.

included in the migration-as-specified functionality because they do not use the same fields on the LSR as features do.<sup>19</sup> These items are being addressed in the Change Management Process, through submitted CRs. The CR for blocking options was prioritized as number one for IMA release 14.0, which is scheduled for implementation in December 2003.<sup>20</sup> AT&T submitted the CR for directory listings on March 12, 2003, after the cutoff date for inclusion in prioritization for IMA release 14.0.<sup>21</sup> AT&T did not include this CR as a "late-adder" in the 14.0 prioritization process.<sup>22</sup> This CR may, however, be considered for prioritization for the next release.

8. Thus, the FCC has already decided that many of the EDI issues AT&T identifies do not constitute Section 271 violations. In addition, as discussed below, none of the remaining issues rise to the level of Section 271 impediments to competition. AT&T nevertheless contends that these aspects of Qwest's EDI are so significant that AT&T is forced somehow to use Qwest's GUI interface rather than EDI to enter the residential market via UNE-P. As noted above, the choice of which interface to use is up to AT&T, as is the timing of its decision to build and certify an EDI interface to provide residential services. The Commission has already concluded in prior proceedings that Qwest's EDI interface fully satisfies Section 271.

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<sup>19</sup> The migration-as-specified CR (SCR060702-01 – Migrating Customers Using the Conversion-as-Specified Activity Type) specifically requested and focused on features, where CLECs had needed to differentiate between those existing features converting and those features that were new. The 900/976 blocking options and directory listings referred to by AT&T (Finnegan Decl. at ¶ 8, n.6) neither use that differentiation nor were they described in the migration-as-specified CR. Thus they were not included in the migration-as-specified functionality implemented in IMA release 12.0 on April 7, 2003.

<sup>20</sup> See SCR022103-01 (IMA – Revise BA & BLOCK Fields on RS and CRS Forms).

<sup>21</sup> See SCR031203-01 (Eliminate Positive Report on Directory Listing).

<sup>22</sup> See Change Management Declaration, Exhibit JMS-CMP-2 (CMP Framework) at § 10.3.4. AT&T did submit two other CRs through the late-adder process for IMA release 14.0 prioritization.

9. The fact that other CLECs have successfully built EDI interfaces and have used those interfaces to offer a range of products, including UNE-P POTS and Resale, demonstrates that EDI is a viable interface for providing service.<sup>23</sup> AT&T has had the same opportunity as other CLECs to design and deploy an operational EDI interface, yet it has chosen to wait, despite the fact that it had already conducted a UNE-P trial in Minnesota via EDI in 2001. Presumably, at least some of the concerns AT&T now points to were in evidence during that trial, yet AT&T raised few of them in the Change Management Process before 2003. For example, its change request seeking the issuance of LSR-level BCNs was not submitted until February 27, 2003. AT&T also suggests that it must postpone its market entry via EDI in order to incorporate the improvements to EDI made in releases 11.0 and 12.0. What AT&T overlooks is that the FCC has already concluded that prior EDI releases fully satisfy the requirements of Section 271. Just because Qwest's IMA-EDI interface has changed over time through the Change Management Process, that does not mean the interface was inadequate to permit competition in the local market prior to such changes. In short, AT&T cannot fairly lay its failure to develop an EDI interface for residential customers at Qwest's doorstep.

10. AT&T's also criticizes certain features of the Qwest GUI interface, but these are simply characteristics of a GUI that make it different

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<sup>23</sup> OSS Decl. at ¶637; Confidential Reply Exh. LN-1 (Qwest April 3, 2003, Ex Parte) at 2-3, Attachment A 1-2, and Confidential Attachment A1.

from EDI.<sup>24</sup> Each has advantages over the other, and CLECs have chosen and successfully used each interface for their own business operations reasons. For example, the IMA-GUI is a web-based interface that does not require CLECs to build a system to interface with Qwest's OSS. Although the Commission, for purposes of Section 271, evaluates only the EDI application-to-application interface, it nevertheless has observed that the GUI "provides an economically efficient pre-ordering interface for low-volume carriers and new entrants."<sup>25</sup> Because both interfaces meet the requirements of Section 271, the choice is simply one for the CLEC to make.

11. AT&T also complains that its entry into the residential market in Minnesota has been impeded by Qwest's alleged failure to implement over 20 AT&T CRs.<sup>26</sup> Each of the AT&T's CRs has been processed following the collaborative CMP, a process that was negotiated by CLECs and Qwest jointly and which the Commission has approved under Section 271.<sup>27</sup> AT&T does not suggest that Qwest has failed to comply with those procedures, or that Qwest has somehow acted improperly with respect to AT&T's CRs. Before the start of this year (before January 1, 2003), AT&T submitted 33 OSS CRs. Of these, AT&T later withdrew 13, leaving 20 total

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<sup>24</sup> AT&T is incorrect in some of its assertions regarding GUI. For example, AT&T claims that FOCs and Jeopardy Notices must be retrieved via e-mail by CLECs that use the GUI. Since December 11, 2000, all status notices, including these, have been available via GUI through a pull-down window or link from the status update window.

<sup>25</sup> *Qwest III Order* at ¶ 40, n.106.

<sup>26</sup> Finnegan Decl. at ¶ 10.

<sup>27</sup> See generally Change Management Declaration; *Qwest III Order* at ¶¶ 145-152.

CRs. Of these 20 remaining CRs, Qwest has implemented 17, is in process on two, and has denied one. After the start of this year (after January 1, 2003), AT&T submitted 35 OSS CRs. Qwest is helping AT&T to work these recently-submitted CRs through the CMP process. AT&T has withdrawn five of these CRs. Of the remaining 30, two have already been implemented, four have been denied, and the remaining 24 are in various stages of the CMP process (*i.e.*, are being prioritized for upcoming releases or are in development).<sup>28</sup>

12. An examination of the specific CRs cited by AT&T<sup>29</sup> shows that Qwest has acted appropriately with respect to each of them. Each one of the cited CRs was submitted in 2003. Under the CMP procedures, none could have been properly implemented by now. The cited CRs were:

- *Single BCN*: This AT&T CR, re-submitted on March 21, 2003, has been prioritized (with the relatively low rank of 25) for possible inclusion in IMA release 14.0, which is scheduled for implementation in December 2003.<sup>30</sup> As noted below, AT&T initially submitted this CR on February 27, 2003, with a three-day time frame for generating BCNs. Qwest denied the CR because the time frame requirement made the CR economically

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<sup>28</sup> The Change Management Process, which was collaboratively developed by Qwest and CLECs, specifies a number of procedural steps and timeframes for consideration of each CR. The AT&T CRs are moving through the CMP process according to these procedures. See *generally* Change Management Declaration at ¶¶ 23-27; JMS-CMP-2 (CMP Framework) at §5.1. The Change Management Process also contemplates that Qwest may deny CLEC CRs for specified reasons (including, for example, technologically not feasible; regulatory or legal reasons; outside scope of CMP; economically not feasible; or no demonstrable business benefit). JMS-CMP-2 (CMP Framework) at § 5.1.4.

<sup>29</sup> Finnegan Decl. at ¶10 and nn.8-10.

<sup>30</sup> See SCR032103-01 (Request Single BCN).